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Via E-mail: mike.redmond @otc-cta.gc.ca

Canadian Transportation Agency
Air and Accessible Transportation Branch
Air & Marine Investigation Division
Ottawa, Ontario
K1A 0N9

Attention: Mike Redmond, Chief, Investigations

Dear Sirs/Mesdames:

RE: M4120-3/13-00661
Dr. Gabor Lukacs v. British Airways
Complaint about rules governing liability and denied boarding compensation
Reply to Motion to compel further answers and documents from British Airways

We make the following submissions in response to the letter dated September 12, 2013 from Dr. Lukacs regarding answers provided by British Airways to question Q6.

In the letter of September 12, 2013, Dr. Lukacs complains about the lack of consistency between the two spreadsheets he refers to as Versions No.2 and 3. British Airways has made their best efforts to retrieve data in a spreadsheet format to provide the information about the denied boarding compensation paid to passengers who encountered flight delays on British Airways' flights departing from Toronto, Montreal, Calgary and Vancouver between January 1, 2010 and December 31, 2012. The British Airways data extraction process may not be perfect, but it has produced data about denied boarding compensation paid to delayed passengers during this period. The fact that the data extracted in Version No. 2 and Version No. 3 is not identical is a function of two different processes having been used. The essential issue relevant to the complaint by Dr. Lukacs is how much has British Airways been paying passengers for denied boarding delays. The answer to that question is:

For compensation for passengers rerouted to arrive at last destination not more than 4 hours after original STA, cash of GBP 125.00 is the amount. For compensation for

passengers rerouted to arrive at last destination more than 4 hours after original STA, cash of GBP 250.00 is the amount.

No amount of further information and documentation from British Airways is going to change that answer. Copies of screen shots from Nirvana were voluntarily provided by British Airways to indicate the information on actual compensation paid to passengers as recorded in the database. The database contains the records of payment and in that regard the names of the passengers to whom the payments were made is irrelevant. Only the per passenger amount of the compensation paid is relevant. Omissions, duplications and faulty multiplications by 3 are likewise irrelevant. The only issue is whether the amount of the compensation set out above is reasonable and that the amount of the denied boarding compensation paid is not set out in the British Airways Tariff.

The request from Dr. Lukacs for production of all the data recorded in the "Nirvana" system is extravagant and is unnecessary for the resolution of the issues in Dr. Lukacs' complaint. It is disproportionate in requiring the production of corporate records to prove how much British Airways has been paying passengers as compensation. Based on the documentation already provided, it is clear on a balance of probabilities that British Airways has been paying denied boarding compensation in the amounts stated herein. Ultimately the members deciding the complaint will decide what compensation amount is reasonable for passengers departing from Canada to the United Kingdom. British Airways submits that further data should not be ordered produced from the "Nirvana" system.

Passengers' names were properly redacted from the "Nirvana" data records. Disclosure of "Nirvana" data records was never ordered by the Agency. These redacted records were voluntarily produced and, would not be protected by subsection (3) of *PIPEDA* referenced by Dr. Lukacs. Further British Airways is required to protect from disclosure personal information including the names of the individual passengers who received denied boarding compensation and has complied with the provisions of *PIPEDA.* The names of the individual passengers are not relevant to the issues raised in the complaint of Dr. Lukacs about British Airways' Tariff.

British Airways submits that Rule 23 is not relevant to the voluntarily produced data from the "Nirvana" system. In the event that British Airways is ordered to produce further data from the "Nirvana" system, a claim for confidentiality under Rule 23 will be made at that time. Presently, such an application is premature.

With respect to the follow-up questions listed by Dr. Lukacs, a COMPCARD is a plastic card loaded with a credit for the amount shown which can be used at stores and banks in the United Kingdom, the destination of the passengers who received the denied boarding compensation. It is the equivalent of cash and can be easily converted to actual bank notes in the United Kingdom. The answers to the four questions posed as question Q9 (a), (b), (c), and (d) are not relevant to the issue of whether the compensation actually paid by British Airways by way of a COMPCARD, the equivalent of what in Canada is known as a debit card, that is the equivalent of cash in the United Kingdom.

British Airways regrets the confusion resulting from the error in its data extraction process.

All of which is respectfully submitted.

Carol E. McCall

Solicitor for British Airways Plc

c.c Dr. Gabor Lukacs: email to Lukacs@AirPassengerRights.ca